36709



THE FAMILY LINES RAIL SYSTEM

500 Water Street Jacksonville, Florida 32202

W. M. HARRISON Engineer Environmental

August 5, 1982

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Mr. Fred Stroud, On-Scene Coordinator United States Environmental Protection Agency, Region IV 345 Courtland St. Atlanta, GA 30365

Dear Mr. Stroud:

Confirming our conversation on Monday, August 2, 1982, I plan to meet with you and your contractor, Ecology and Environmental, on Wednesday, August 18, 1982, at the L&N's Industrial Wastewater Treatment Plant in Radnor Yard at Nashville, TN. It is my understanding that we will be locating the sites for three groundwater monitoring wells as was outlined in your letter to Mr. R. K. Beckham on June 18, 1982.

The L&N does not object to the drilling of the monitoring wells on its property, however, we must have a signed Entry Release form prior to the contractor or equipment coming onto Railroad property. This is a standard form that is modified to fit the need for each case. I attach two copies of the form and you may have them signed and bring them with you to our meeting.

If there are any questions, please contact me.

Respectfully,

Marshall L. Williams Senior Project Engineer

Machall & Williams

Environmental

Cys:

Mr. A. C. Jones, Jr., VP-E&M

Mr. G. P. Huhlein, A.D.E., Nashville

Mr. W. M. Harrison, E-E

Mr. D. E. Cole, Radnor WWTP

Mr. J. L. Hardin, Mgr.-Environmental Control, So. Louisville Shops

Date	}		

In consideration of our being permitted upon the premises of the Louisville and Nashville Railroad Company (hereinafter referred to as the "Railroad") for the sole, limited purpose of drilling groundwater monitoring wells, such premises not otherwise open to the public at large, we hereby stipulate that any and all activities related to our presence on the property of the Railroad is solely for our benefit and therefore we hereby release the Railroad from any and all liability for any damage or injury which we may receive while upon said premises of the Railroad, both as to any right of action that may accrue to us, and our heirs and personal representatives. We further stipulate and agree that while upon the premises of the Railroad, we will be bound by all orders, rules and regulations of the Railroad.

We further agree that we will cap our monitoring wells after we have finished our monitoring operation, and we will restore the area surrounding the wells to its natural state, as nearly as possible.

	In	the	event	that	our	operat:	ions	s or	const	ruction	ca	use	any	damage
to	Railroad	prop	perty,	we h	ereby	agree	to	rei	mburse	Railro	ad :	for	such	damag
Wit	nesses:													
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